

BILL NO. S-77-07- 34

SPECIAL ORDINANCE NO. S- 163-77

AN ORDINANCE approving a contract with John Dehner, Inc., for Resolution No. 5753-1977.


BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated July 11, 1977, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and John Dehner, Inc., for:

Resolution No. 5753-1977: Removal and replacement of sidewalks on Runnion Avenue from the north property line of Main Street to the Norfolk and Western Railroad.

for a total cost of \$28,027.25, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.


Councilman

APPROVED AS TO FORM
AND LEGALITY


CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by

Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 7-26-77

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>✓</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>✓</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 8-9-77

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. S 163-77 on the 9th day of August, 1977.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of August, 1977, at the hour of 1:00 o'clock PM, E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 16th day of August, 1977, at the hour of 8:30 o'clock _____ M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-77-07-34

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on PUBLIC WORKS to whom was referred an Ordinance
approving a contract with John Dehner, Inc., for Resolution No. 5753-1977

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

WINFIELD C. MOSES, JR. - CHAIRMAN

DONALD J. SCHMIDT

VIVIAN G. SCHMIDT

PAUL M. BURNS

SAMUEL TALARICO

CONCURRED IN

DATE 8-9-77 CHARLES W. WESTERMAN, CITY CLERK

CONTRACT

This Agreement, made and entered into this 11 day of July, 1977

by and between _____

-----JOHN DEHNER, INC.-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve

Resolution No. 5753-1977: Removal and replacement of sidewalks on

Runnion Avenue from the north property line of Main Street to the Norfolk and

Western Railroad.

by grading and paving the roadway to a width of XXXXXXXXXXXX feet with XXXXXXXXXXXX

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5753-77 and at the following price per lineal foot:

At the following prices:

Curbside Walk	One dollar and sixty cents per square foot	1.60
Standard Walk	One dollar and five cents per square foot	1.05
Paralel Ramps	Two hundred ten dollars and no cents for each	210.00
Concrete Drive Approach	Twelve dollars and fifty cents per square yard	12.50
Common Excavation	Three dollars and fifty cents per cubic yard	3.50
Sidewalk Removal	Three dollars and twenty-five cents per square yard	3.25
Concrete Drive Removal	Four dollars and fifty cents per square yard	4.50
Topsoil for Seeding	Six dollars and no cents per ton	6.00
Seed, Fertilizer & Mulch	One dollar and ten cents per square yard	1.10
TOTAL	Twenty-eight thousand twenty-seven dollars and twenty-five cents	\$28,027.25

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5753-77 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally

and in all respects completed on or before September 2, 1977 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date _____, 19____ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this _____

day of JUL 1 1977, 19____

JOHN DEHNER, INC.

BY: Donald Dehner

ITS: VICE PRESIDENT

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Robert J. Dehner
Henry B. W. Dehner
E. C. H. Dehner
May G. Dehner

Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

Harry J. Dehner
Secretary

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

- (a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates;
- (b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color;
- (c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and
- (d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

SIDEWALK IMPROVEMENT RESOLUTION

No. 5753 - 1977

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,
that it is deemed necessary to construct sidewalk on Runnion Avenue

from the north property line of Main Street

to the Norfolk & Western / Railroad
crossing

to a width of five (5) feet.

all in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

The cost of said improvement shall be assessed upon the real estate abutting on said _____ as above described and upon the City of Fort Wayne, Indiana, if the said city is benefited by said improvement, all according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, entitled, "An Act Concerning Municipal Corporations," approved March 6, 1905, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal installments, with interest at the rate of five per cent. per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne be or be held responsible for any sum or sums due from said property owner or owners for said work, or for the collection of the same, or for the payment of any bond, bonds, certificate or certificates, issued to said contractor in payment for such work, except for such moneys as shall have been actually received by the City from the assessments for such improvement, or such moneys as said City is by said above entitled act required to pay. All proceedings had and work done in the making of said improvement, assessment of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and all amendments thereto and supplements thereof.

Adopted, this _____ day of _____, 19____

BOARD OF PUBLIC WORKS:

George B. W. W. W.
E. H. W. W.
May J. W.

GUARANTY BOND

Know All Men by These Presents, That we-----

-----JOHN DEHNER, INC.-----Contractors

as principal, and-----

-----UNITED STATES FIDELITY AND GUARANTEE COMPANY-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of TWENTY-EIGHT

THOUSAND TWENTY-SEVEN DOLLARS AND TWENTY-FIVE CENTS-----

----- (\$28,027.25)
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----JOHN DEHNER, INC.-----

did on the-----day of JUL 1 1977

-----, enter into a contract with the City of Fort Wayne to construct a
-----Pavement

on Res. No. 5753-77: Section Removal and replacement of
sidewalks on Runion Avenue from the north property line of Main Street to the
Norfolk and Western Railroad.-----

-----according to certain plans and specifications, and
for a period of three years
also warranting and guaranteeing the work/material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said-----

-----JOHN DEHNER, INC.-----shall faithfully perform and fulfill all the require-
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 29 day of June, 1977

YASTE, ZENT & RYE, INC.

Authorized Agents

Arthur C. Finck

JOHN DEHNER, INC.

(SEAL)

BY: Donald Dehner (SEAL) VICE PRESIDENT

UNITED STATES FIDELITY & GUARANTY (SEAL)

ITS: Lane S. Ross (SEAL)
Attorney-in-fact

Approved this 11 day of July 1977

Henry P. Wehnerberg

Edward W. LaMar

May J. Scott

Board of Public Works.

LIABILITY BOND

Know All Men by These Presents, That we _____

-----JOHN DEHNER, INC.-----

as principal, and _____

-----UNITED STATES FIDELITY AND GUARANTEE COMPANY-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of TWENTY

EIGHT THOUSAND TWENTY-SEVEN DOLLARS AND TWENTY-FIVE CENTS

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

28,027.25

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the _____

day of JUL 1 1977, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the payment as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 29 day of June, 1977

YASTE, ZENT & RYE, INC.
Authorized Agents

JOHN DEHNER, INC.

(SEAL)

BY: Lloyd Dehner (SEAL) VICE PRESIDENT

UNITED STATES FIDELITY & GUARANTY

ITS: Lane S. Ross (SEAL)
Attorney-in-fact

(SEAL)

Approved this 11 day of July, 1977

Henry P. Weinberg
Edward W. Laman
May G. Scott
Board of Public Works.

COMPLETED IN STREET ENGINEERING DEPARTMENT

JUNE 27, 1977

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 86572

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint
Lane I. Ross

of the City of Port Wayne, State of Indiana,
its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Lane I. Ross

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 9th day of January, A. D. 1976

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By Thomas A. Zecha
Vice-President.

(SEAL) (Signed) Ray H. Britt
Assistant Secretary.

STATE OF MARYLAND, } ss:
BALTIMORE CITY, }

On this 9th day of January, A. D. 1976, before me personally came Thomas A. Zecha, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Ray H. Britt, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said Thomas A. Zecha and Ray H. Britt were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1978...

(SEAL) (Signed) Herbert J. Aull
Notary Public.

STATE OF MARYLAND, }
BALTIMORE CITY, } Sct.

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 9th day of January, A. D. 1976

(SEAL) (Signed) Robert H. Bouse
Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may be by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, **Richard Calder**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

Lane I. Ross

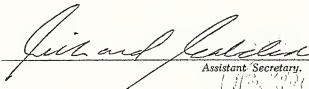
of **Fort Wayne, Indiana**, authorizing and empowering **her** to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date)

June 29, 1977


Assistant Secretary.



to the awarding committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF APRIL, MAY & JUNE, 1977

in compliance with the provisions of CHAPTER § 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1973, have established a schedule as hereinafter set forth for the following trades as follows:

CLASSIFICATION	CLASS	RATE PER HR.	H&W	SEN	VAC	APP	MISC.
ANDESTON WORKER	S	11.40	35c	55c			3 lf.
BOILERMAKER	S	11.70	20c	1.00		3c	
BRICKLAYER	S	9.70	45c	30c		1c	4 lf.
CARPENTER (BUILDING)	S	9.45		60c		5c	2 lf.
(HIGHWAY)	S	10.00	45c	35c		5c	2 lf.
CEMENT MASON	S	9.05	75c				
ELECTRICIAN	S	10.70	40c	19+30c		6c	
ELEVATOR CONSTRUCTOR	S	10.18	40½c	32c	20c	2c	
GLAZIER	S	9.53	12c		40c	4c	25c holidays
IRON WORKER	S	10.75	75c	85c		1c	2 lf.
LASERER (BUILDING)	S-SS						
(HIGHWAY)	US	7.25-7.55	60c	45c		9c	
(SEWER)	S-US-SS	7.15-8.00	60c	45c		9c	
	S-US-SS	7.15-7.95	60c	45c		8c	
LATHER	S	8.20		25c		1c	3 lf.
MILLWRIGHT & PILEDRIVER	S	9.78		60c		5c	2 lf.
OPERATING ENGINEER (BUILDING)	S-SS						
(HIGHWAY)	US	7.55-10.55	40c	40c		5c	
(SEWER)	S-SS-US	7.96-8.30	40c	40c		8c	
	S-SS-US	7.75-9.95	40c	40c		5c	
PAINTER	S	8.25 - 9.25	37c	35c		10c	6c Misc.
PLASTERER	S	9.25	60c				
PLUMBER & STEAMFITTER	S	10.35	45c	75c		7c	4 lf.
MOSAIC & TERRAZZO GRINDER	S	7.20 - 9.45					
ROOFER	S	9.45		10c			
SHEETMETAL WORKER	S	10.54	40c	35c		4c	13 lf.
TEAMSTER (BUILDING)	S-SS						
(HIGHWAY)	US	8.05-9.00	20.00PW	22.00PW			
	S-SS-US	7.78-8.38	19.20PW	22.00PW			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 7 DAY OF April, 1977

W. A. T. Miller
REPRESENTING GOVERNOR, STATE OF INDIANA

Henry P. W. Shroeder
REPRESENTING THE AWARING AGENT

Frank M. Paine
REPRESENTING STATE A.F.L. & C.I.O.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

TITLE OF ORDINANCE SPECIAL ORDINANCE - IMPROVEMENT RESOL. NO. 5753-77 - JOHN DEHNER, INC.

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE IMPROVEMENT RESOLUTION NO. 5753-77, REMOVAL AND REPLACEMENT OF
SIDEWALKS ON RUNNION AVENUE FROM THE NORTH PROPERTY LINE OF MAIN STREET TO THE NORFOLK
AND WESTERN RAILROAD, JOHN DEHNER, INC., CONTRACTOR FOR THE PROJECT, IN THE AMOUNT OF
\$28,027.25.

(CONTRACT ATTACHED)

EFFECT OF PASSAGE NEW SIDEWALKS FOR RUNNION AVENUE, AREA ABOVE-DESCRIBED

EFFECT OF NON-PASSAGE INABILITY TO UPGRADE NEIGHBORHOOD

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$28,027.25 FROM C D & P FUNDS

ASSIGNED TO COMMITTEE

Public Works